

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

USDC SDNY

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DATE FILED: 12/14/07

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STEVEN NOVICK,

Plaintiff,

- against -

AXA NETWORK LLC,

Defendant.
----- x

Case No.:

07 CIV 7767 (AKH)(KNF)

**STIPULATION AND
ORDER**

WHEREAS, Plaintiff Steven Novick ("Plaintiff") has commenced the above-captioned action against Defendant AXA Network, LLC ("AXA Network") and commenced a related proceeding against AXA Advisors, LLC before the FINRA Dispute Resolution, Inc. ("FINRA") in the matter titled Novick v. AXA Advisors, LLC, FINRA Case No. 07-02464;

WHEREAS, AXA Network has moved to dismiss and compel arbitration of this action, or alternatively, to stay this action pending the resolution of the above-referenced FINRA proceeding;

WHEREAS, Plaintiff subsequently withdrew his Statement of Claim against AXA Advisors LLC ("AXA Advisors") before FINRA without prejudice and opposed AXA Network's motion;

WHEREAS, to avoid unnecessary expense and duplicative proceedings, Plaintiff and AXA Network stipulate as follows:

1. AXA Network herewith agrees to withdraw its motion to dismiss and to compel arbitration, or alternatively, to stay action that is currently pending before the Court.


2. Plaintiff will amend his Complaint to include any claims against AXA Advisors and AXA Network related to or arising out of the transactions, omissions or occurrences that are the subject of Plaintiff's claims in this action or were the subject of Plaintiff's prior FINRA arbitration proceeding against AXA Advisors. AXA Network and Plaintiff agree that such claims will be litigated in the instant action and that the Defendants shall have the right to interpose any counterclaims against Plaintiff. With the exception of any non-monetary claims for expungement regarding his Form U-5 in which the sole remedy being sought is expungement (and which AXA Network and Plaintiff agree may only be asserted after the conclusion of this action, subject to FINRA's arbitration eligibility rule), Plaintiff agrees that he will not refile his claims before FINRA or seek damages or other relief against AXA Advisors, AXA Network or any other entity related to or affiliated with them, in any forum other than the instant action with regards to any claims related to or arising out of the transactions, omissions or occurrences that are the subject of Plaintiff claims in this proceeding or Plaintiffs' FINRA arbitration against AXA Advisors.

3. Plaintiff shall serve AXA Network and AXA Advisors with his amended complaint against AXA Network and AXA Advisors within three weeks of the Court's entry of this Stipulation and Order.

4. AXA Advisors and AXA Network shall answer, move or otherwise respond to the amended complaint within thirty days of the date of service.

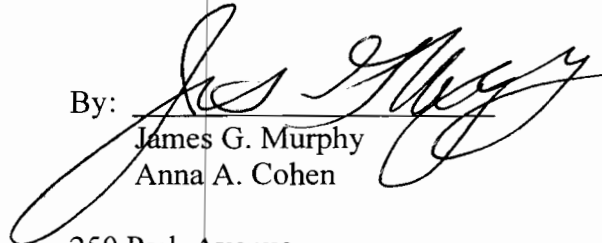
Dated: December 11, 2007

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SO ORDERED: 12/13/07


U.S.D.J.